

## **BENEFICIARY DESIGNATION FORM (ERISA)**

1. Participant Data (Please Print)	
Plan No: LJLJLJLJSub Plan No: L (if applicable)	Div/Sub No:
Social Security No:	اـــا Sex: اـــاM اـــاF اـــا Married اـــا Single
First Name: Mi Last	
Address:	
City:	State: L
Zip Code: Land Daytime Tele	phone Number:
Date of Birth: L   L   L   Employment	Status: LJ Actively Employed LJ Separated
*The provisions of this Beneficiary Designation form apply only to contributions received	
Note: In accordance with the General Provisions and Instructions which are a part of thi my death in accordance with the Plan shall be paid to the Beneficiary(les) listed by	is designation, I hereby request that any payment payable to a Beneficiary(les) after selow. All previous Beneficiary Designations are cancelled
2. Beneficiary(ies) Designation	,
(A) Primary Beneficiary(ies)	(B) Secondary Beneficiary(ies)
1. FULL LEGAL NAME	1. FULL LEGAL NAME
	FOLL LEGAL NAME
Social Security No. Share*	Social Security No. Share*
My	My
Date of Birth Relationship	Date of Birth Relationship
2,	2.
FULL LEGAL NAME	FULL LEGAL NAME
%	%
Social Security No. Share*	Social Security No. Share*
Date of Birth Relationship	Date of Birth Relationship
	·
9. FULL LEGAL NAME	3. FULL LEGAL NAME
<b>3/2</b>	a/
Social Security No. Share*	Social Security No. Share*
My	My
Date of Birth  *Shares for your Primary Beneficiary(les) must total 100%. Please use whole percentages.	Date of Birth Relationship *Shares for your Secondary Beneficiary(les) must total 100%. Please use whole percentages.
3. Participant Authorization	
Participant's Signature	Date
Note: If you are married and have reached age 35 or if you have terminated employmen	t at any age with the Plan sponsor, and your Spouse is not named as your
beneficiary for at least 50% of your account value, you must complete the Section	i below and have the form <b>notarized,</b> otherwise this form will be returned to you.
We have read the instructions for Beneficiary Designations and understand that by waivin been payable. Instead, upon the participant's death, the Beneficiary(les) named above w	g this coverage, the spouse will not receive the benefits that may otherwise have ill receive benefits in accordance with the Plan.
Participant's Signature	Date
Spouse's Signature	
(Notary Seal/Stamp) Subscribed to and Swo	
	day of, 19
Notary Public	
in and for	
Date Received by The Prudential	· .

GIA-554 ERISA-Corp. Ed. 6/93

Any benefit that will be payable upon your death will be made to the person(s) named on the attached beneficiary form. Please be careful in completing the form; be sure that your designation is accurate, clear and understandable.

If you are married and have not reached age 35, and your employment with the plan sponsor has not terminated, The Employee Retirement Income Securities Act of 1974 (ERISA) as amended by the Retirement Equity Act of 1984 (REACT) requires that your **Spouse** be your named Beneficiary for **at least 50%** of your account value. The remainder will be paid to another Beneficiary, if you name one, or to your estate. If you name only your Spouse as Beneficiary, all death benefits will be paid to your Spouse.

If you are married and have reached age 35, or if you have terminated employment at any age with the plan sponsor and wish to name someone **other** than your Spouse as your Beneficiary for more than 50% of your account value, your Spouse's **written** consent will be required.

If you are not married, you may name anyone you choose as your Beneficiary. If no Beneficiary is living when you die, all death benefits will be paid to your estate.

Further instructions and examples are shown on the reverse side of this sheet.

If, after reading all the instructions, you feel that none of the examples fit the type of beneficiary designation you want, please send a detailed description of what you propose to The Prudential.

## General Provisions:

- A. The terms of the Plan govern the payment of any benefit.
- B. Primary Beneficiary(les) as indicated in Section (A). If more than one person is named and no percentages are indicated, payment will be made in equal shares to the Primary Beneficiary(les) who is living at the time the benefit first becomes payable. If a percentage is indicated and a Primary Beneficiary(les) is not alive at the time the benefit first becomes payable, the percentage of that beneficiary's designated share will be divided equally among the surviving Primary Beneficiary(les).
- C. If there is no Primary Beneficiary(ies) living at the time of the Participant's death, any benefit that becomes payable will be distributed to the surviving Secondary Beneficiary(ies) listed in Section (B), if applicable.
- D. Payment to Secondary Beneficiary(ies) will be made according to the rules of succession described under Primary Beneficiary(ies) in provision B above.
- E. If no designated Beneficiary(ies) is alive when payment is otherwise payable, payment will be made in accordance with the Plan.
- F. The terms of the Plan shall govern the use of any affidavit or other satisfactory written evidence in determining the existence, identity, ages or any other facts concerning any Beneficiaries.
- G. Once annuity payments have begun, any settlement of any amount thereafter payable shall be governed by the terms of such annuity.
- H. If a Trustee is named as Beneficiary, any payment to the Trustee will be made as if the Trustee is acting in such fiduciary capacity until written notice to the contrary is received. (See other side for examples.)
- I. The Prudential shall pay the Trustee(s) named under a Last Will and Testament only if: 1) the Last Will and Testament is admitted to probate and appoints a Trustee(s) to receive such payment, and 2) the Trustee(s) qualifies as such and makes written claim for such payment within 12 months after the date a payment is first due a Beneficiary under the Plan. (See other side for examples.)
  - If the above conditions are not satisfied, such payment shall be payable according to the terms of the Plan.
- J. The Beneficiary(ies) may be changed, but only in a manner prescribed in the Plan.
  - See other side for beneficiary examples.

## **Examples of Beneficiary Designations**

- 1. Use the term "My Living Children" if you want all your children (born or adopted of any marriage) living at the time of payment to equally share the benefit. This will also include all such children born or adopted after you completed the form. Do not include the names of your children if you use this term. This term can be used in the Primary or Secondary Beneficiary section.
- 2. Use the term "My Living Trust" if you want to designate your Living Trust. You must also give the name(s) of the Trustee(s), name(s) of the successor Trustee(s) (Trustee and Successor Trustee cannot be the Participant), the date of the Trust Agreement and the address if a bank or trust company is the Trustee. This term can be used in the Primary or Secondary Beneficiary section.
- 3. Use the term "My Testamentary Trust" if you want to designate the Trust in your Last Will and Testament. Do not name your Trustee. This term can be used in the Primary or Secondary Beneficiary section.
- 4. Use the term "My Estate" if you want the benefit to be paid to your estate. This term can be used in the Primary or Secondary Beneficiary section.
- 5. If the designation of a class of beneficiaries includes the term "Per Stirpes," this term will be deemed to mean the following: If a beneficiary in such class is not living when a payment is due, such payment will be made in equal shares to any living sons and daughters (born or adopted of any marriage), of such Beneficiary. If there are no living sons and daughters of such Beneficiary when a payment is due, payment will be made to the estate of the last to die of the Participant or such Beneficiary.

\*If you are married, please be careful when designating anybody other than your spouse as Beneficiary. Please refer to your Plan Administrator.

FO 31